

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT  
CAUSE NO. 49C01-0510-PL-0036862

STATE OF INDIANA, )  
 )  
Plaintiff, )

v. )

JAMES L. SHAFER, )  
individually and doing business as )  
INDY MUSTANG PERFORMANCE, )

MONTGOMERY DEAN GLOVER, )  
Individually and doing business as )  
INDY MUSTANG UNLIMITED, and )

INDY MUSTANG UNLIMITED, INC., )  
 )  
Defendants. )

**FILED**

(32) JAN 24 2007

*64987 C. Miller*  
CLERK OF THE MARION CIRCUIT COURT

**CONSENT JUDGMENT AGAINST THE DEFENDANTS, MONTGOMERY  
DEAN GLOVER AND INDY MUSTANG, UNLIMITED, INC., ONLY**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendants, Montgomery Dean Glover and Indy Mustang Unlimited, Inc., hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendants violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

## **JURISDICTION, SCOPE OF JUDGMENT, AND ACKNOWLEDGMENTS**

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Complaint for Injunction, Restitution, Costs, Civil Penalties, and Other Equitable Relief states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to this Complaint, the Defendant, Montgomery Dean Glover, was engaged in the sale and repair of automobile engines and operated from his principal place of business in Marion County, located at 675 East Murry Street, Indianapolis, Indiana, 46227.

4. At all times relevant to this Complaint, the Defendant, Indy Mustang Unlimited, Inc., was a for-profit domestic corporation, created on May 9, 2005, engaged in the sale and repair of automobile engines, and operated from its principal place of business in Marion County, located at 675 East Murry Street, Indianapolis, Indiana, 46227.

## **RELIEF ORDERED**

5. The Defendants are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;

- b. representing expressly or by implication, the Defendants are able to deliver or complete the consumer transaction within a stated period of time, or when no time period is stated, within a reasonable period of time, when the Defendants know or should reasonably know they cannot; and
- c. representing expressly or by implication the consumer will be able to purchase the subject of the consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

6. The Defendants' contracts with Consumer Arvin Davis is hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

7. Pursuant to Ind. Code § 24-5-0.5-4(c)(2), the Defendants shall pay consumer restitution in the amount of Three Thousand Two Hundred and Sixty-Two Dollars (\$3,262.00) to the Office of the Attorney General, on behalf of Arvin Davis of Beale AFB, California.

8. Pursuant to Ind. Code § 24-5-0.5-4(c)(2), the Defendants shall pay consumer restitution in the amount of Two Thousand One Hundred and Seventy-Five Dollars (\$2,175.00) to the Office of the Attorney General, for pro rata distribution to the following consumers in the following amounts:

- a. Lawrence Kinser of Valparaiso, Indiana \$588.87;
- b. Andrew Rompalski of Woodbridge, Virginia \$246.59;
- c. Chris Kopriva of Burlington, Iowa \$559.43;
- d. John Strizak of Akron, Ohio \$220.83;
- e. Phillip Jackson of Eufaula, Alabama \$250.12; and

f. Rod McAfee of McKinney, Texas \$309.16.

9. The Defendants shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(g) and Ind. Code § 24-5-0.5-8, the amount of Five Thousand Dollars (\$5,000.00), representing civil penalties for the Defendants' alleged knowing and intentional violations of the Deceptive Consumer Sales Act.

10. The Defendants shall not engage in business as suppliers of goods via the Internet, until the monetary provisions of this Judgment are fully satisfied. Furthermore, the Defendants shall not resume business as employees, individuals, owners, principals, or investors in any subsequent business or corporation engaged in business as suppliers of goods via the Internet, until the monetary provisions of this Judgment are fully satisfied.

11. **A total monetary judgment in the amount of Ten Thousand Four Hundred and Thirty-Seven Dollars (\$10,437.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Montgomery Dean Glover and Indy Mustang Unlimited, Inc.**

12. As partial satisfaction of this Judgment, the Defendant, Montgomery Dean Glover, shall assign to the State of Indiana all interest in any unclaimed property the Indiana Attorney General's Unclaimed Property Division holds on his behalf. This shall include, but is not limited to Property ID 335413, six (6) shares of PepsiCo, Inc. stock with a remitted cash value of \$14.94, currently held on behalf of Monty Glover, 1699 Mills Ave., Indianapolis, Indiana, 46227.

13. The Defendants shall cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives from Consumers not already identified in this Consent Judgment. This shall

include, but is not limited to, the Defendants promptly resolving valid consumer complaints brought to the Defendants' attention by the Office of the Attorney General, either prior to, or after the filing of, this Consent Judgment with the Court.

### CONTINUING JURISDICTION

14. The Court's entry of this Consent Judgment shall not act as a bar to any private right of action against the Defendants.

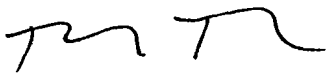
15. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendants based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment. The Defendants waive any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

18<sup>th</sup> day of January, 2007.

STATE OF INDIANA  
STEVE CARTER  
Indiana Attorney General

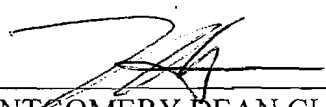
by:

  
Terry Tolliver  
Deputy Attorney General  
Attorney No. 22556-49


INDY MUSTANG UNLIMITED, INC.

by:

  
MONTGOMERY DEAN GLOVER

  
MONTGOMERY DEAN GLOVER,  
Individually and doing business as  
Indy Mustang Unlimited, Inc.

Approved:

  
John B. Herriman,  
Counsel for the Defendants

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this \_\_\_\_ day of **JAN 24 2007**, 2007.

RECOMMENDED FOR APPROVAL  
*Lynnda J. Luppert*

Judge, Marion Circuit Court

Distribution:

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CLERK OF SUPERIOR COURT  
APPROVED AND ORDERED

*Theodore M. Soien*